



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
INVITATION FOR BID (IFB)

AMENDMENT NO.: 001  
IFB NO.: B3E06239  
TITLE: Monitoring Well Installation & Other Related Services  
ISSUE DATE: 08/10/06

REQ NO.: NR 780 34156000009  
BUYER: Karla Wiseman  
PHONE NO.: (573) 751-1686  
E-MAIL: [karla.wiseman@oa.mo.gov](mailto:karla.wiseman@oa.mo.gov)

RETURN BID NO LATER THAN: 08/17/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Superfund Section  
Hazardous Waste Program  
P.O. Box 176  
Jefferson City, MO 65102

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #001 TO RFP B3Z06239**

**Title:** Monitoring Well Installation & Other Related Services

**Contract Period:** From Date of Award through One Year

RFP B3E06239 is hereby amended as follows:

1. The following paragraphs in RFP B3E06239 contain changes as a result of Amendment #001:
  - 2.1.1b.1)
  - 2.1.1d
  - 2.3.3
  - 2.6.3a
  - 2.6.4a
  - 4.
2. The pricing pages have been revised (added a line item, revised estimated quantities and renumbered line items as follows 001 through 098). Be sure to use the Revised Pricing Pages when submitting a bid.



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ISSUE DATE: 07/20/06

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PHONE NO.: (573) 751-1686  
E-MAIL: karla.wiseman@oa.mo.gov

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(U.S. Mail)		(Courier Service)
RETURN BID TO: DPMM	or	DPMM
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JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

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Hazardous Waste Program  
P.O. Box 176  
Jefferson City, MO 65102

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 02/10/06). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

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AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

- 1.1.1 This document constitutes an invitation for competitive sealed bids for the provision of a Monitoring Well Installation Plan (MWIP) and related services as set forth herein.
- 1.1.2 Organization – This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:
- 1) Introduction and General Information
  - 2) Contractual Requirements
  - 3) Proposal Submission Information
  - 4) Pricing Page(s)
  - 5) Exhibits A - B
  - 6) Terms and Conditions
  - 7) Attachment 1: Site Map
  - 8) Attachment 2: Annual Wage Order - The bidder is advised that prior to submitting a bid, the bidder must review the annual wage order for the applicable county. The wage order is available as an additional electronic link on the web page where the downloadable Invitation for Bid is listed. In the event that the bidder is unable to download the wage order, a copy may be obtained by contacting the buyer of record as indicated on the front page of this document.

### **1.2 Background:**

- 1.2.1 The Missouri Department of Natural Resources (MDNR) continues to conduct subsurface investigations as part of Superfund Activities at the Oak Grove Village (OGV) Well Site in Oak Grove Village, Franklin County, Missouri. Additional subsurface characterization is needed at this site.
- 1.2.2 The Oak Grove Village is located along Interstate 44 about 55 mi (miles) southwest of St. Louis, Missouri (Attachment 3). The village is a small community with a population of less than 400 adjacent to and just north of Sullivan, Missouri. TCE contamination was originally detected in the Oak Grove Village Well (OGV01) in 1986, by the MDNR at 6 parts per billion (ppb), which is above the United States Environmental Protection Agency's (USEPA) Maximum Contaminant Level (MCL) of 5 ppb. The well was removed from service and replaced with an adjacent deeper municipal well (OGV02). Packer tests conducted by the United States Geological Survey (USGS) and MDNR, Division of Geology and Land Survey (DGLS) on OGV01 indicates that TCE contamination is entering the well at a depth between approximately 540 and 560 ft deep.
- 1.2.3 The bedrock at the Oak Grove Village Well Site is primarily carbonate (dolomite), with minor sandstone, and occasionally mudstone or shale. The bedrock formations likely to be encountered during monitoring well installation are, from the surface down, the Roubidoux Formation, the Gasconade Dolomite, the Eminence Dolomite, and the Potosi Dolomite. The area is a mature karst area with solution features typical of karst terrain, such as open and mud-filled fractures, voids, solution cavities, sinkholes, caves, and chert breccia. Loss of drill cuttings return, bit drop, and unstable boreholes are common. The bedrock is overlain by a variable thickness of residuum. This residuum may be up to 160 ft thick and locally thicker, and may contain perched water. Depths to the regional water table are expected to be around 220 to 250 ft, depending on the depth of the well.
- 1.2.4 MDNR has a Monitoring Well Installation Plan for the Oak Grove Village in Franklin County which covers the installation of up to three shallow monitoring wells (approximately 350 feet in depth) and the possible installation of one deep monitoring well (approximately 620 feet in depth).

## 2. CONTRACTUAL REQUIREMENTS

a.

### 2.2 General Requirements:

2.2.1 The contractor shall install monitoring wells and provide other related services for the Department of Natural Resources, at the Oak Grove Village (Oak Grove Village) in Franklin County, Missouri, in accordance with the Monitoring Well Installation Plan and with the provisions and requirements stated herein.

- a. The contractor shall have all of the required drilling equipment located within 200 miles of Oak Grove Village. This will allow drilling equipment to be easily exchanged if the state agency determines the existing equipment is not suitable to complete the work.
- b. The contractor shall install the number and schedule of wells as specified by the state agency. However, unless otherwise specified by the state agency, the contractor shall install up to three shallow monitoring wells approximately 350 feet in depth, and if required, shall install one deep well approximately 620 feet in depth.

#### PARAGRAPH MODIFIED VIA AMENDMENT #001

- 1) (Deleted)
- 2) The contractor shall agree and understand that the number of wells that will be installed and the installation schedules are not definite. The contractor shall agree and understand that the total number of installed wells and/or the target depths required by the state agency may be reduced in order to ensure that project costs stay within the budget available.
- c. The contractor shall provide all equipment, materials, and labor required to successfully complete the installation of the wells.

#### PARAGRAPH MODIFIED VIA AMENDMENT #001

- d. The contractor shall prepare drill sites, provide potable water for drilling, and perform drill cuttings containment and disposal. The state agency will be responsible for any hauling of rock, road improvements, etc, necessary in order to gain access to a drilling site.
  - 1) The contractor shall agree and understand that the number of wells that will be installed and the installation schedules are not definite. The contractor shall agree and understand that the total number of installed wells and/or the target depths required by the state agency may be reduced in order to ensure that project costs stay within the budget available.

2.2.2 The state agency will assign a Superfund Project Manager (SPM) who will be responsible for preparing monitoring well specifications, providing oversight of drilling and monitoring well installation and ensuring that performance is in accordance with the Monitoring Well Installation Plan.

- a. The United States Geological Survey (USGS) and the state agency will share on-site oversight responsibilities as designees of the state agency.
- b. The state agency will have a representative or designee at the drill site when practical, but may not have a representative at the drill site at all times. The state agency and the contractor shall communicate by cellular phone as often as necessary to provide necessary information to the state agency to ensure adherence to the Monitoring Well Installation Plan, and to provide information to the state agency to make modifications to the monitoring well specifications, if necessary. The state agency will have the authority to make modifications to monitoring well specifications based on

these consultations and anticipated subsurface conditions. The USGS will log cuttings and consult with the contractor to prepare a borehole log for each monitoring well.

## **2.3 Preparation Requirements:**

- 2.3.1 The contractor shall decontaminate all equipment prior to drilling. The contractor's decontamination procedure must ensure that there is no cross-contamination between wells, which would later compromise the chemical quality of water samples. The decontamination procedure must include steam cleaning the drill rig and equipment (rod, bit, etc.) prior to drilling the borehole. Additional vehicles, such as pump trucks, etc. which are used for well installation shall be steam cleaned between the drilling of each borehole. In addition the contractor shall also steam clean all well materials or equipment at any time as deemed necessary by the state agency.
- 2.3.2 The contractor shall contain drill water and cuttings in approved steel drums or "roll-off" type container if deemed necessary by the state agency. Samples of the drill water and drill cuttings will be collected by the state agency or designee to determine the final disposition of the materials. The contractor shall assume that containerized drill water can be discharged to the city sanitary sewer system and the drill cuttings will be disposed in an approved sub-title D landfill by the contractor. ID drill cuttings which fail the toxic characteristic leaching procedure (TCLP) will be disposed of by the USEPA or the state agency.
- 2.3.3 The contractor shall supply the water for drilling, steam cleaning, and other necessary field activities. The contractor shall also collect and transport all water to the drill site for the required uses. The contractor shall utilize clean transport containers, which will not contaminate the transported water and use potable water. (Potable water may be obtained from the Oak Grove Village with prior approval and authorization from the state agency). The state agency may collect a sample of water after delivery to the site and analyze it for volatile organic compounds (VOCs).
- 2.3.4 The contractor shall at all times during the progress of work, take precautions to prevent tampering with the open borehole or well. This includes the use of a watertight cap equipped with a "vandal proof" cover at times when any borehole or well is temporarily left unattended.
- 2.3.5 The contractor shall be responsible for any catastrophic failure of hydraulic hoses, seals, etc. that result in oils, grease, or other foreign objects or materials being introduced into the borehole or monitoring well. If such failure occurs, and the state agency determines that the integrity of the well may be compromised, the contractor shall bail the borehole to remove the introduced contaminants and abandon the well or borehole in accordance with Missouri State Regulations (MO 10 CSR 23-4.080) and redrill the well at no additional cost to the state agency.
- 2.3.6 The contractor shall remove all trash daily that is generated during the operations. In addition, the contractor must place liners or absorbent pads on the ground beneath trucks or equipment if a fluid leak is detected, and/or the truck or equipment needs to be repaired. The contractor shall dispose of these materials.
- 2.3.7 If a borehole or monitoring well is not approved by the state agency or is abandoned by the contractor for any reason, the contractor shall abandon in accordance with Missouri state regulations (MO 10 CSR 23-4.080) at no additional cost to the state agency.
- 2.3.8 The contractor shall be responsible for general safety. However, the state agency does have the authority to halt drilling if unsafe practices or conditions occur. The contractor shall understand that the USGS will be monitoring the borehole for VOCs using a gas chromatograph as well as monitoring compressor air and air exiting the borehole to verify that VOC contaminants are not being introduced into the borehole by drilling operations.

## **2.4 Work Authorization:**

- 2.4.1 The state agency will obtain access for drilling and well completion activities at the site from the proper individuals and authorities. This includes private landowners, Village of Oak Grove, City of Sullivan, Missouri Department of Transportation, and the state agency.
- 2.4.2 The contractor shall begin well drilling within 7-10 calendar days upon notification from the state agency.

PARAGRAPH MODIFIED VIA AMENDMENT #001

- 2.4.3 The contractor shall complete the drilling of the two shallow wells and one deep well or a third shallow well within sixty (60) calendar days after notification from the state agency.
- a. The thirty (30) day timeframe may be extended if the state agency decides that additional wells are necessary and need to be installed.
- 2.4.4 Within two weeks after each well has been constructed, but no sooner than 48 hours after grouting is completed, the monitoring wells must be developed by the contractor.

**2.5 Permits, Licenses and Certifications:**

- 2.5.1 The contractor shall obtain all permits and approvals required for drilling, and any other necessary permits and approvals. The contractor shall also have a current license in good standing issued by the State of Missouri for the installation of monitoring wells. The contractor must also have experience with monitoring well installation in karst areas within similar subsurface conditions at similar depths as the Oak Grove Village well site.
- 2.5.2 The contractor shall complete and submit, with certification fee, a certification record to the state agency, Wellhead Protection Section, for each monitoring well within sixty (60) days of well completion. The contractor shall provide a copy of each certification record to the state agency.

**2.6 General Drilling Requirements:**

- 2.6.1 The contractor shall utilize an air rotary drill and a cable tool drill to perform the drilling requirements required herein. The contractor shall switch drilling methods during well construction if drilling conditions require the contractor to switch.
- a. When utilizing the air rotary method, the contractor shall change the air filters between each hole and at any other time deemed necessary by the state agency. The air filters will be retained by the state agency in the event that downhole contamination is suspected.
- 2.6.2 The contractor shall only use potable water or filtered air as drilling fluids. The contractor shall obtain the approval of the state agency of any lubricant used. Teflon tape or non-petroleum based lubricants, such as vegetable oil is acceptable. Drilling additives shall not be used and grease or petroleum based oils or lubricants on drill rod joints or air hammers shall not be permitted.
- 2.6.3 The contractor shall monitor and record the drilling fluid losses and drilling rates.
- 2.6.4 The contractor shall collect drill cuttings every 5 ft or as otherwise directed by state agency, for the preparation of the borehole logs by the USGS. The contractor must understand that large quantities of contaminants could be encountered in the subsurface, and the contractor must be prepared to contain drill water and cuttings if deemed necessary by the state agency.
- 2.6.5 The contractor shall use a downhole camera in the event a borehole video log is needed before the installation of the well casing. The contractor shall understand and agree that the downhole camera may be used more than once per borehole and must be available for immediate use if deemed necessary by the state agency.

## 2.7 Borehole Specifications:

The contractor shall understand and agree that the specifications for each borehole, including the drilling method, borehole depth and diameter, and casing depth and diameter will be determined by the state agency at the time of drilling based on specific anticipated subsurface conditions and conditions encountered at the drilling location such as the thickness of weathered material above the rock, the presence of caves or other openings, and the tendency for weathered material to collapse. Therefore, subject to the conditions encountered while drilling, the contractor shall perform as follows:

- 2.7.1 The contractor shall use steel casing to seal off unsaturated zone water and stabilize the borehole, in the event of 1) overburden above the bedrock, 2) encountering unsaturated zone water which may contain contaminants, and 3) the likelihood that voids will be encountered.
- 2.7.2 The contractor shall utilize a minimum of 150 ft steel casing and shall perform telescoping of the casings, if required based on the drilling of other boreholes at the Oak Grove Village.
- 2.7.3 Shallow Monitoring Well Boreholes: The contractor shall install shallow monitoring well boreholes in accordance with the following specifications/procedures in the order listed unless otherwise revised by the state agency:

### PARAGRAPH MODIFIED VIA AMENDMENT #001

- a. The boreholes must be 14 inches in diameter and the casing must be 10 inches in diameter through the overburden into the bedrock to an estimated 150-160 ft deep,
- b. A 10 inch diameter borehole shall be advanced below the first string of casing to a total depth of about 300 ft,
- c. Then, a 6-inch diameter borehole shall be advanced to a total depth of about 350 ft.
- d. A 4-in diameter Schedule (SH) 80 Polyvinyl Chloride (PVC) riser must be installed to the bottom of the 10-inch diameter borehole (~300 ft deep) and the annulus between the bottom of the PVC and the borehole grouted up to near surface. If the borehole below 160 ft appears unstable, steel riser may be substituted for the PVC.

- 2.7.4 Deep Monitoring Well Boreholes: The contractor shall install deep monitoring well boreholes in accordance with the following specifications/procedures in the order listed:

### PARAGRAPH MODIFIED VIA AMENDMENT #001

- a. The boreholes must be 14 inches in diameter and the casing must be 10 inches in diameter through the overburden into the bedrock to an estimated 150-160 ft deep,
- b. A 10 inch diameter borehole shall be advanced below the first string of casing to a total depth of about 370 ft,
- c. A 6-inch diameter borehole shall be advanced to a total depth of about 620 ft, .
- d. a 4-in diameter SH 80 PVC riser must be installed to the bottom of the 10-inch diameter borehole (~370 ft deep) and the annulus between the bottom of the PVC and the borehole grouted up to near surface.
- e. If the borehole below 160 ft appears unstable, steel riser may be substituted for the PVC.

- 2.7.5 The contractor shall install steel surface casing in accordance with established guidelines (MO 10 CSR 23-4). The contractor shall grout surface casing in both the shallow and deep monitoring wells utilizing one of the pressure grouting methods (pressure grouting through a tremie pipe or pressure grouting halliburton style). At minimum, a 20 foot thick plug of Portland cement (neat cement) must remain at the bottom of the casing after grouting is complete. The remainder of the annular space must be grouted using neat cement, cement/bentonite slurry grout or bentonite slurry grout. Depending on the stability of the borehole, the contractor may also be required to pressure grout additional strings of pipe. In the event, after the surface casing has been set, zone water containing contaminates is encountered or other borehole conditions such as unstable voids warrant it, the contractor must take additional measures to prevent



contaminants from moving down the borehole and/or to stabilize. These additional measures may include one or more of the following:

- a. Removing the casing and reaming the borehole to allow the placement of a larger diameter casing, or to set the casing deeper, and/or
- b. Telescoping a smaller diameter casing inside the casing, cementing the borehole and then drilling through the cement or another method approved by the state agency.

2.7.6 The contractor shall use a downhole camera to verify that unsaturated zone water is not leaking below the bottom of the casing before continuing to drill to a deeper depth.

2.7.7 The contractor shall ensure that the completed boreholes are plump, clear of obstructions and most should advance approximately 10 ft beyond the planned well completion depth, in order to ensure that the borehole is deep enough should the water level drop before the monitoring well is installed.

## **2.8 Determination of Static Water level and Collection of Water Samples:**

2.8.1 The contractor shall check for the presence of water and the water level monitored periodically during the drilling and as requested by the state agency by blowing or bailing water out of the borehole and allowing the water level to recover to a static condition. In this instance, the contractor shall allow the water to recover and to obtain a static water level measurement prior to proceeding. In the event a situation shall arise where the contractor is requested to stop drilling overnight the contractor shall take a static water level measurement the following morning before drilling is resumed. If required the contractor shall perform one or more of the following:

- a. The contractor shall pull off a borehole for an undetermined period of time in order for the water level in a borehole to stabilize,
- b. The contractor shall place a packer in the borehole to isolate perched water enabling a true measurement of the regional water table, and/or
- c. The contractor shall pull off the borehole to make certain the borehole is made secure from the entrance of surface water and other materials and from tampering.

2.8.2 In the event substantial water is lost during drilling, several iterations of removing water and waiting for the water level to reach static conditions may be needed. If this case should arise the contractor shall collect a grab water sample periodically by dropping a bailer or VOC vials to a water level meter down the borehole, at the request of the state agency.

## **2.9 Monitoring Well Specifications:**

The contractor shall understand and agree that the actual completion depths for each well and final specifications, including depth and the amount and depth of well components will be determined for each monitoring well by the state agency after each borehole is drilled based on actual subsurface conditions at each well. Open hole completions are anticipated. Therefore, subject to the conditions encountered as specified herein, the contractor shall perform as follows:

2.9.1 The contractor shall provide all monitoring well materials including screens, risers, filter pack(s), annual seal(s), grout, protective covers, etc. in accordance with the following specifications and procedures in the order listed below:

- a. The contractor shall use new, clean 4 inch schedule 80 polyvinyl chloride (PVC) riser with inset O-ring seals between each joint in constructing the monitoring wells.
- b. All well risers shall conform to the requirements of ASTM and shall bear markings that identify the material as well as carry the seal of the National Sanitation Foundation.
- c. All well screens utilized, if any, shall be slot number 10 (0.010 in).

- d. Well risers and screen sections shall be new, precleaned and arrive on-site with an intact plastic wrapper supplied by the manufacturer and remain in that condition until they are utilized. No solvent glues or cement shall be used to join riser or screen sections.
- e. Unless otherwise directed, the top of each screen is anticipated to be 3 ft above the static water level,
- f. A PVC point or cap shall be threaded to the bottom of the monitoring well screen.
- g. Unless otherwise directed, the riser shall extend approximately 2.5 ft above the finished surface grade for an above grade completion and a few inches below grade for a flush mount completion.
- h. A temporary cap must be placed on top of the riser during placement of annular materials to prevent the entry of these materials into the riser.

2.9.2 The contractor shall provide all centralizers in accordance with the specifications/procedures in the order listed below:

- a. The contractor shall provide stainless steel or PVC centralizers. The centralizers shall be used to maintain alignment of the well riser and screen within the borehole.
- b. Centralizers shall be placed every 100 to 150 ft up the riser pipe.

2.9.3 The contractor shall provide all primary filter pack(s) in accordance with the specifications/procedures in the order listed below:

- a. The contractor must backfill the annular space around the well screens with clean washed, silica sand of 10-20 mesh.
- b. The filter pack material shall be tremied into place to avoid bridging and to insure a continuous filter pack throughout the screened interval of the wells.
- c. The tremie pipe must be clean and constructed of PVC or steel.
- d. The contractor must use potable water to wash the sand down the tremie pipe and must record the amount of water used.
- e. The primary filter pack sand shall be used to backfill the bore hole to the specified well depth, since the borehole must be overdrilled approximately 10 feet for most monitoring wells to allow for a possible drop in the water level.
- f. The primary filter pack shall extend approximately 8 feet above the well screen, unless otherwise instructed.
- g. A clean, weighted measuring device or clean, small diameter plastic pipe shall be used to determine that the filter pack is evenly placed around the riser pipe, and installed to the proper depth.
- h. The contractor shall bail the well to facilitate settling of the primary filter pack and shall check the depth of the primary filter pack to verify its position. The contractor shall add primary filter pack sand, if necessary to bring it up to specification before the secondary filter pack is installed.

2.9.4 The contractor shall provide a secondary filter pack (if needed) to ensure that the annular seal slurry grout does not migrate into the primary filter pack. The contractor shall provide the secondary filter pack in accordance with the specifications and procedures below:

- a. A secondary filter pack of 20-40 mesh shall be placed directly above the primary filter pack, unless instructed by the state agency to not place a secondary filter pack.
- b. The secondary filter pack shall extend 3 ft above the primary filter pack and should be tremied in a similar manner as the primary filter pack.
- c. The contractor shall allow a sufficient amount of time for the secondary filter pack sand to compact and the depth of the secondary filter pack shall be checked by the state agency, to verify its position.

2.9.5 The contractor shall provide Bentonite Chip Seal (if needed) in accordance with the specifications and procedures below:

- a. A five foot thick bentonite chip annular seal shall be placed directly above the secondary filter pack.
- b. The bentonite chip seal shall consist of chipped bentonite that has been screened to remove the fine bentonite material that might cause flash swelling and bridging.

- c. The bentonite chips shall be dropped down the borehole slowly (1 bag per 5-10 minutes) to prevent bridging.
- d. Potable water shall be added to hydrate the chips, except in cases where the bentonite chip seal is below the water level.
- e. In all cases, the chips should be allowed sufficient time to hydrate in accordance with the manufacturer's specifications (typically 2-4 hours).
- f. A clean, weighted measuring device or clean small diameter pipe shall be used to determine that the bentonite chip seal is evenly placed around the riser pipe and is installed to the proper depth, and that bentonite chips have not bridged higher along the riser.
- g. Bentonite pellets or a bentonite donut may be used in place of bentonite chips with the approval of the state agency.

2.9.6 The contractor shall provide annular seals in accordance with the specifications and procedures and in the order listed below:

- a. PVC riser must be suspended from the surface casing and a grout cap placed at the bottom of the riser pipe.
- b. A 1-2 bag Portland cement mix must be placed on top of the grout cup using a tremie pipe.
- c. After the cement has set, a high solids (20%-30% weight) sodium bentonite grout mix (grout shall be mixed using potable water) must be placed above the cement plug and extended to near surface, filling the annulus.
- d. The bentonite grout must be placed using a side discharge tremie pipe.
- e. The contractor shall place the grout with one continuous motion from the bottom to the top of the interval to be grouted, unless otherwise directed or approved by the state agency or the USGS, to place the grout in more than one step.

2.9.7 The contractor shall utilize the following materials and procedures for well completion:

- a. Some wells will require a steel protective casing (minimum 8 inch square) equipped with a lockable cover which may be placed over the well riser. The bottom of the protective casing must be placed approximately 2.5 ft below the ground surface and centered over the riser in an enlarged hole that is at least 8 inches in diameter larger than the protective casing.
- b. Some wells will require the casing to be left permanently, in the well. If approved by the state agency or the USGS, the contractor shall be permitted to extend this casing above the ground surface and for use as the protective casing.
- c. The top of the PVC riser should be slightly beneath the of the protective casing (in the open position) such that when a PVC cap equipped with connections for a bladder pump assembly is placed over the riser, it does not interfere with the opening or closing of the protective casing. The contractor shall place a temporary protective slip cap over the riser and cut two slot into the top of the riser before placing the protective casing.
- d. Some wells will require a flush mount completion to be used. PVC casing must be cut off below grade, and a steel manhole type cover with about 1 ft of casing shall be placed over the PVC and set in concrete.
- e. The contractor shall pour concrete around the flush mount or protective casing to secure it. The concrete pad must be a minimum of 4 feet square and 4 inches thick, and must slope away from the well protective casing. In the case of above ground completions, three 4-inch diameter or larger standard weight steel guard posts shall be equally spaced around the well and securely embedded in concrete. The posts shall extend at least 3 feet above and two feet below ground level and shall be filled with concrete. The state agency will provide locks for the protective casings.

2.9.8 The contractor shall develop the wells, within two (2) weeks after each well has been constructed, but no sooner than forty eight (48) hours after grouting is completed.

- a. The contractor shall develop the wells using the materials and procedures listed below:

- 1) The wells shall be evacuated by pumping or bailing the well at a higher rate than water will be extracted during a routine sampling event, alternating with surging the well with a clean surge block.
  - 2) The surge block shall be constructed of a material having mass and dimensions, which provide sufficient force within the well to move water both in and out of the well screen.
  - 3) Development shall continue until water representative of the formation is discharged.
  - 4) At a minimum, the volume of water removed should exceed the volume of water lost during drilling and be at least 3 times the volume of water in the well bore and filter pack.
- b. The contractor shall develop the wells in compliance with the following objectives:
- 1) To assure that groundwater enters the well screen freely, yielding representative ground water samples and accurate water-level measurements;
  - 2) To remove all water that may have been introduced during drilling and well installation,
  - 3) To remove very fine-grained sediment in the filter pack and nearby formation so that groundwater samples are not highly turbid and silting of the well does not occur, and
  - 4) To break down any wall cake generated during drilling.

## **2.10 Equipment Requirements:**

- 2.10.1 The contractor shall own the air rotary drill rig and cable tool drill rig. The contractor's air rotary drill must be equipped with air filters designed to remove contaminants due to the potential for downhole contamination from petroleum hydrocarbons during air drilling.
- 2.10.2 The contractor must use support equipment and support vehicles that are in a condition and capable of producing a plumb borehole to the required depth and at the required diameter, without introducing any contaminants such as oil, grease, or volatile organic compounds into the borehole.
- 2.10.3 The contractor shall provide a downhole camera and any necessary support equipment.

## **2.11 Invoicing and Payment Requirements:**

- 2.11.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:  
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
- 2.11.2 Invoicing – After successful completion of all services, the contractor shall submit a single itemized invoice that identifies the quantity of each item/service used and the appropriate firm fixed price specified on the pricing page.
- a. The contractor must identify the contract number and a unique invoice number with the invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
  - b. The contractor must submit the invoice to the state agency Hazardous Waste Program, P.O. Box 176, Jefferson City, MO 65102.
- 2.11.3 Payments –After approval of the invoice and services provided, the contractor shall be paid the firm, fixed prices stated on the Pricing Pages for services performed.
- 2.11.4 Other than the payments specified above, no other payments shall be made to the contractor.

**2.12 Other Contractual Requirements:**

- 2.12.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.12.2 Contract Period: The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.
- 2.12.3 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.12.4 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

- 2.12.5 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.12.6 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.12.7 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.12.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.12.9 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.12.10 Property of State - All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.

- 2.12.11 Prevailing Wage Requirements - The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No.13, dated 07/07/06 for Franklin County. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) (Attachment 2) shall remain in effect for the duration of the contract period stated on page 1.
- a. The contractor shall forfeit to the state agency ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (Section 290.250 RSMo).
  - b. In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in Section 290.210 through 290.340, RSMo and is advised to review the requirements carefully prior to beginning work. In addition, in the event a period of "excessive unemployment" is identified and announced by the Missouri Department of Labor and Industrial Relations, the contractor must assign personnel to provide services who meet the definition of "Missouri laborers" as defined in Chapter 290.550 RSMo.
  - c. The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.
- 2.12.12 Surety Bond - The contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of RSMo Section 107.170.
- a. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment.
  - b. The bond must be made payable to the State of Missouri in an amount equal to the total cost of all equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise.
  - c. The contract number and contract period must be specified in the bond.
- 2.12.13 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

### **3. BID SUBMISSION INFORMATION**

#### **3.1 Submission of Bids:**

- 3.1.1 On-line Bid - If a Premium registered bidder is responding electronically through the On-line Bidding/Vendor Registration System web site, in addition to completing the on-line pricing, the Premium registered bidder should submit completed Exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. Instructions on how to enter a Premium Registration and how to respond to a bid on-line are available on the On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov>.
- a. The Exhibits, forms, and Pricing Pages provided herein can be saved into a word processing document, completed by a Premium registered bidder, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-line Bidding/Vendor Registration System web site. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
  - b. In addition, a Premium registered bidder may submit the Exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
  - c. If a Premium registered bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Mail Bid - If the bidder is responding through the mail, the bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with the mailed response.
- a. The bid should be page numbered.
  - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested, but not required, to print the bid double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted using printer or other loose leaf paper in a notebook or binder.
- 3.1.3 Open Records: The bid shall be considered an open record after the bids are opened pursuant to Section RSMo 610.021. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. Additionally, after a contract is executed or all bids are rejected, the bids are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be able for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system.
  - b. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
- 3.1.4 The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the on-line or mailed bid. The bidder's failure to include completed Exhibits, forms, and other requested or required information with the bid, including Pricing information, may adversely affect the bid.



3.1.5 Questions Regarding the IFB - The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
- b. Bidders are advised that any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Except as stated below, the bidder and the bidder's agents may not contact any other state employee regarding the IFB, the evaluation, etc., during the solicitation and evaluation process.
  - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
  - 2) The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
  - 3) Bidders and their agents who have questions regarding this matter should contact the buyer.

**3.2 Evaluation Process** – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

3.2.1 Low Bid Determination:

a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:

- 1) The cost evaluation shall be based on the sum of the firm, fixed unit price for each item listed on the pricing pages multiplied by the estimated quantity. If an estimated quantity is not provided in the pricing table a quantity of one will be used. The sum of the total for each item will be added together to give you a total for each well. The shallow monitoring well total will be multiplied by 3, while the Deep monitoring well total will be multiplied by 1.
- 2) Cost points shall be computed from the total cost using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 100 = \text{Cost evaluation points}$$

- 3) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for bidders qualifying for the preference.
- 1) If the bidder is an organization for the blind or sheltered workshop, the bidder should provide evidence of qualifications (i.e., copy of certificate or certificate number).
  - 2) If the bidder is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the bidder should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state

contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

- 3) A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

3.2.2 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

a. Responsibility and Reliability in Experiences:

- 1) The bidder should complete Exhibit A with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB.
- 2) If references for current and/or previous contracts are not identified in the bid, the Division of Purchasing and Materials Management may request that the bidder identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

b. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

c. Miscellaneous Information - The bidder should complete and submit Exhibit B, Miscellaneous Information.


d. Equipment Inspection – The bidder shall submit with their bid, a listing of equipment they plan to utilize to complete the required work. The State of Missouri reserves the right to conduct an inspection of the equipment if deemed necessary, in order to determine the bidder's capability of meeting the drilling requirements of the RFP.

- 1) If such inspection is required by the State of Missouri, the bidder will be contacted via email and fax at least 48 hours prior to the time for the inspection. The appropriate location of inspection will be mutually agreed upon by the State of Missouri and the bidder. All costs associated with the inspection of the equipment shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.2.3 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any

source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performances similar to the services required, (3) failure to provide an equipment listing and/or equipment inspection, or failure to confirm the capability to meeting the drilling requirements as a result of the equipment listing/equipment inspection and/or (4) failure of the bidder to provide a reference(s).

**3.3 Contract Award:** The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein.



PRICING PAGE MODIFIED VIA AMENDMENT #001

**4. PRICING PAGE****4.1 Shallow Monitoring Well pricing - The bidder shall provide firm fixed price(s) for each item listed for providing services in accordance with the requirements of this document. (Commodity Code 92685-Well Drilling Services)**

\*For those items with an estimated quantity, the estimate is based on estimated depths of boreholes and monitoring wells, and the experience with previous monitoring well installations. However, the amounts of items listed below are estimates only and specific conditions (drilling method changes, encountering subsurface conditions, etc.) for each monitoring well will determine what items and at what quantities will actually be used.

TABLE MODIFIED VIA AMENDMENT #001 (ADDED CABLE TOOL DRILLING 14-IN ID AS LINE ITEM 008, REMAINING LINE ITEMS HAVE BEEN RENUMBERED, REVISED ESTIMATED QUANTITIES FOR SEVERAL LINE ITEMS)

<u>Line Item</u>	<u>Description</u> (Commodity Code 92685-Well Drilling Services)	<u>Estimated Quantity</u> *	<u>Unit</u>	<u>Unit Price</u>
<b>Shallow Monitoring Well</b>				
001	Rig set-up		each	\$
002	3-in pump set (pump test)		ft	\$
003	Air Rotary Drilling (14-in ID)		ft	\$
004	Air Rotary Drilling (12-in ID)		ft	\$
005	Air Rotary Drilling (10-in ID)		ft	\$
006	Air Rotary Drilling (8-in ID)		ft	\$
007	Air Rotary Drilling (6-in ID)		ft	\$
008	Cable Tool Drilling (14-in ID)	150	ft	\$
009	Cable Tool Drilling (12-in ID)		ft	\$
010	Cable Tool Drilling (10-in ID)	150	ft	\$
011	Cable Tool Drilling (8-in ID)		ft	\$
012	Cable Tool Drilling (6-in ID)	50	ft	\$
013	Temporary casing install (12-in ID)		ft	\$
014	Temporary casing install (10-in ID)		ft	\$
015	Temporary casing install (8-in ID)		ft	\$
016	Temporary casing install (6-in ID)		ft	\$
017	10-in steel casing, installed	150	ft	\$
018	8-inch steel casing, installed		ft	\$
019	6-in steel casing installed		ft	\$
020	Well Installation (4-in and 6-in)	300	ft	\$
021	Well Installation (2-1/2 and 3-in)		ft	\$
022	6-in sch 80 PVC riser 20 ft long		ea	\$
023	6-in sch 80 PVC riser 10 ft long		ea	\$
024	4-in sch 80 PVC riser 10 ft long	30	ea	\$
025	4-in sch 80 PVC riser 5 ft long		ea	\$
026	4-in sch 80 #10 slot PVC screen, 10 ft		ea	\$
027	3-in sch 80 PVC riser, 10 ft		ea	\$
028	3-in sch 80 PVC riser, 5 ft		ea	\$
029	3-in sch 80 #10 slot PVC screen, 5 ft		ea	\$
030	3-in sch 80 #10 slot PVC screen, 2-1/2 ft		ea	\$
031	2-1/2 in sch 80 PVC riser, 10 ft		ea	\$
032	2-1/2 in sch PVC screen 5 feet		ea	\$
033	Roll-off rental/disposal	1	ea	\$
034	4-in well cap	1	ea	\$
035	2-1/2 or 3-in well cap		ea	\$
036	Filter pack sand (10-20), 50# bag		bag	\$

<u>Line Item</u>	<u>Description</u> (Commodity Code 92685-Well Drilling Services)	<u>Estimated Quantity</u> *	<u>Unit</u>	<u>Unit Price</u>
037	Bentonite chips 50# bag	2	bag	\$
038	High solids bentonite grout, 50# bag	62	bag	\$
039	Centralizer	2	ea	\$
040	Cement, 90# bag	11	bag	\$
041	Concrete, 90# bag	8	bag	\$
042	Flush Mount Cover		ea	\$
043	8-in protective cover	1	ea	\$
044	Guard posts (4-in x 5-ft)	3	ea	\$
045	Well development	2	hr	\$
046	Down hole camera		ft	\$
047	Steam cleaning	1	hr	\$
048	Standby	4	hr	\$
049	Well permit fee	1	ea	\$

**4.2 Deep Monitoring Well pricing - The bidder shall provide firm fixed price(s) for each item listed for providing services in accordance with the requirements of this document.**

\*For those items with an estimated quantity, the estimate is based on estimated depths of boreholes and monitoring wells, and the experience with previous monitoring well installations. However, the amounts of items listed below are estimates only and specific conditions (drilling method changes, encountering subsurface conditions, etc.) for each monitoring well will determine what items and at what quantities will actually be used.

TABLE MODIFIED VIA AMENDMENT #001 (LINE ITEMS HAVE BEEN RENUMBERED AND REVISED THE ESTIMATED QUANTITIES FOR SEVERAL LINE ITEMS)

<u>Line Item</u>	<u>Description</u> (Commodity Code 92685-Well Drilling Services)	<u>Estimated Quantity</u> *	<u>Unit</u>	<u>Unit Price</u>
<b>Deep Monitoring Well</b>				
050	Rig set-up	1	ea	\$
051	3-in pump set (pump test)		ft	\$
052	Air Rotary Drilling (14-in ID)	150	ft	\$
053	Air Rotary Drilling (12-in ID)		ft	\$
054	Air Rotary Drilling (10-in ID)	220	ft	\$
055	Air Rotary Drilling (8-in ID)		ft	\$
056	Air Rotary Drilling (6-in ID)	250	ft	\$
057	Cable Tool Drilling (12-in ID)		ft	\$
058	Cable Tool Drilling (10-in ID)		ft	\$
059	Cable Tool Drilling (8-in ID)		ft	\$
060	Cable Tool Drilling (6-in ID)		ft	\$
061	Temporary casing install (12-in ID)		ft	\$
062	Temporary casing install (10-in ID)		ft	\$
063	Temporary casing install (8-in ID)		ft	\$
064	Temporary casing install (6-in ID)		ft	\$
065	10-in steel casing, installed	150	ft	\$
066	8-inch steel casing, installed		ft	\$
067	6-in steel casing installed		ft	\$
068	Well Installation (4-in and 6-in)	370	ft	\$
069	Well Installation (2-1/2 and 3-in)		ft	\$
070	6-in sch 80 PVC riser 20 ft long		ea	\$
071	6-in sch 80 PVC riser 10 ft long		ea	\$
072	4-in sch 80 PVC riser 10 ft long	37	ea	\$

<u>Line Item</u>	<u>Description</u> (Commodity Code 92685-Well Drilling Services)	<u>Estimated Quantity *</u>	<u>Unit</u>	<u>Unit Price</u>
<b>Deep Monitoring Well</b>				
073	4-in sch 80 PVC riser 5 ft long		ea	\$
074	4-in sch 80 #10 slot PVC screen, 10 ft		ea	\$
075	3-in sch 80 PVC riser, 10 ft		ea	\$
076	3-in sch 80 PVC riser, 5 ft		ea	\$
077	3-in sch 80 #10 slot PVC screen, 5 ft		ea	\$
078	3-in sch 80 #10 slot PVC screen, 2-1/2 ft		ea	\$
079	2-1/2 in sch 80 PVC riser, 10 ft		ea	\$
080	2-1/2 in sch PVC riser 5 ft		ea	\$
081	2-1/2 in sch 80 PVC screen 5 ft		ea	\$
082	Roll-off rental/disposal	1	ea	\$
083	4-in well cap	1	ea	\$
084	2-1/2 or 3-in well cap		ea	\$
085	Filter pack sand (10-20), 50# bag		bag	\$
086	Bentonite chips 50# bag	2	bag	\$
087	High solids bentonite grout, 50# bag	72	bag	\$
088	Centralizer	2	ea	\$
089	Cement, 90# bag	11	bag	\$
090	Concrete, 90# bag	8	bag	\$
091	Flush Mount Cover	1	ea	\$
092	8-in protective cover		ea	\$
093	Guard posts (4-in x 5-ft)		ea	\$
094	Well development	2	hr	\$
095	Down hole camera		ft	\$
096	Steam cleaning	1	hr	\$
097	Standby	4	hr	\$
098	Well permit fee	1	ea	\$

**EXHIBIT A****PRIOR EXPERIENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> _____	
<b>Reference Information (Prior Services Performed For:)</b>	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

\_\_\_\_\_  
*Signature of Reference Contact Person*

\_\_\_\_\_  
*Date of Signature*

**EXHIBIT B****MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the bidder should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____ _____ _____
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**Outside United States**

If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

**Employee Bidding/Conflict of Interest**

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	_____
In what office/agency are they employed?	_____
Employment Title:	_____
Percentage of ownership interest in bidder's organization:	_____ %



**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- INVITATION FOR BID**

## 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

## 3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance. Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered bidders who received e-mail notification of the bid opportunity when the IFB was established and Premium registered bidders who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

## 4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 5. SUBMISSION OF BIDS

- a. Premium registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Standard registered bidders or bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a Premium registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a Premium registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the Premium registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

## 6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. Premium registered bidders may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.

- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for Premium registered bidders to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## 14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any

other contractual relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

## **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.